

AGREEMENT BETWEEN DOYLE ESTES AND KATHRYN JOHNSON AND THE CITY OF RAPID CITY EXTENDING TIME FOR DEVELOPMENT OF PROPERTY

This Agreement (the "Agreement") is made and entered into by and between **DOYLE ESTES and KATHRYN JOHNSON**, husband and wife, of 24054 Palmer Gulch Road, Hill City, SD 57745, Grantors, and the **CITY OF RAPID CITY**, a municipal corporation of the State of South Dakota, located at 300 Sixth Street, Rapid City, SD 57701, Grantee.

WHEREAS, the Grantors executed and delivered to Grantee a Warranty Deed ("Deed") conveying the property described below; and

WHEREAS, the Deed conveyed the property on the condition that the property be developed and used for recreational purposes by June 1, 2013, or the property would revert to the Grantors, their heirs and assigns; and

WHEREAS, the property will not be developed and used for recreational purposes by the June 1, 2013, deadline; and

WHEREAS, the property is expected to be developed and used for recreational purposes prior to January 1, 2016; and

WHEREAS, Grantors and Grantee wish to revise the deadline contained in the Deed to allow for soccer fields to be developed on the property.

NOW THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration and the mutual covenants and conditions contained herein, it is agreed by the parties as follows:

1. The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference as if fully set forth herein as agreements of the parties.
2. The property which is subject to this Agreement is legally described as follows:

Section Twenty-one (21), Township Two North (T2N), Range Eight East (R8E) of the Black Hills Meridian (BHM), Pennington County, South Dakota:

The South Four Hundred Sixty-four and Sixty-four Hundredths Feet (464.64') of the Southeast Quarter of the Northwest Quarter of the Northeast Quarter (SE¹/₄NW¹/₄NE¹/₄);

The South Four Hundred Sixty-four and Sixty-four Hundredths Feet (464.64') of the Northeast Quarter of the Northeast Quarter (NE¹/₄NE¹/₄) Less Lot H1;

The East Half of the Southwest Quarter of the Northeast Quarter (E¹/₂SW¹/₄NE¹/₄);

The Southeast Quarter of the Northeast Quarter (SE¹/₄NE¹/₄).

3. The Deed, which was recorded in Book 181, Page 1198, on June 20, 2008, by the Pennington County Register of Deeds, is hereby amended so that the date by which the property is required to be used for recreational purposes shall be amended to read **January 1, 2016**. The parties agree that no other term or condition of the Deed shall be changed.

4. All of the terms and conditions herein set forth shall extend to and be binding upon the heirs, assigns, and successors in interest of the parties. This Agreement is intended solely for the benefit of the parties hereto along with their heirs, assigns and successors in interest and shall not be enforceable by, or create any claim of right or right of action, in favor of any other party.

5. This Agreement constitutes the entire agreement of the parties. No other writings or negotiations are part of this document. This Agreement may only be modified by mutual agreement of both parties. Any modifications or addendums to this Agreement must be in writing.

Dated this ____ day of _____, 2013.

CITY OF RAPID CITY

ATTEST

Mayor

Finance Officer

(seal)

State of South Dakota)
 ss.
County of Pennington)

On this the ____ day of _____, 2013, before me, the undersigned officer, personally appeared Sam Kooiker and Pauline Sumption, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Officer.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(seal)

Notary Public - South Dakota
My Commission Expires _____

Dated this ____ day of _____, 2013.

Dated this ____ day of _____, 2013.

DOYLE ESTES

KATHRYN JOHNSON

State of South Dakota)
 ss.
County of Pennington)

On this the ____ day of _____, 2013, before me, the undersigned officer, personally appeared **DOYLE ESTES**, known to me or satisfactorily proven to be the person whose name is subscribed to the within document and who acknowledged that the same was executed for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(seal)

Notary Public - South Dakota
My Commission Expires _____

State of South Dakota)
 ss.
County of Pennington)

On this the ____ day of _____, 2013, before me, the undersigned officer, personally appeared **KATHRYN JOHNSON**, known to me or satisfactorily proven to be the person whose name is subscribed to the within document and who acknowledged that the same was executed for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(seal)

Notary Public - South Dakota
My Commission Expires _____